

4-638385

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

RECEIVED
FEB 2 2004 P 2 48

U.S. DISTRICT COURT
DISTRICT OF MASS.

MAERSK SEALAND,

Plaintiff,

- against -

LOGICO EXPRESS, and
CARLOS OVALLE,

Defendants.

CIVIL COMPLAINT
IN ADMIRALTY

04

MAGISTRATE JUDGE *Bouler*

Plaintiff MAERSK SEALAND by its attorneys, LAW OFFICES OF ALBERT J. AVALLONE & ASSOCIATES, and its Designated Local Counsel, PITTS AND PITTS, as and for its Complaint against defendants LOGICO EXPRESS and CARLOS OVALLE, in personam, in a cause of action civil and maritime, alleges upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, the Ocean Shipping Reform Act of 1999, 46 U.S.C. App. 1701 et seq., and Clause 14 of the Bill of Lading.

2. At all times hereinafter mentioned, plaintiff MAERSK SEALAND was and still is a corporation duly organized and existing under the laws of the State of Delaware with offices and a place of business at 6000 Carnegie Blvd., Charlotte, NC 28209.

3. Upon information and belief and at all times hereinafter mentioned, defendant LOGICO EXPRESS ("LOGICO") was and still is a company operating under the laws of the Commonwealth of Massachusetts, with offices and a place of business at 117 Western Avenue, Lynn, MA 01904

RECEIPT # 53506
AMOUNT \$ 150
SUMMONS ISSUED Y-1
LOCAL RULE 4.1 _____
WAIVER FORM _____
MCF ISSUED _____
BY DPTY. CLK. m
DATE 1-30-04

4. Upon information and belief and at all times hereinafter mentioned, defendant CARLOS OVALLE ("OVALLE"), was and still is a natural person and resident of the Commonwealth of Massachusetts, residing at c/o Logico Express, 117 Western Avenue, Lynn, MA 01904, and is the owner of defendant LOGICO.

AS AND FOR A FIRST CAUSE OF ACTION
AGAINST DEFENDANT LOGICO

5. Plaintiff repeats, reiterates and realleges each and every allegation contained in Paragraphs 1-3, inclusive of this Complaint, with the same force and effect as if fully set forth at length herein.

6. On or about the dates and at the port of shipment stated in Schedule A, hereto, certain goods were delivered to plaintiff to be carried to the port of destination and at the agreed charges to be paid by defendant pursuant to plaintiff's published, all as set forth in Schedule A.

7. Thereafter, the said goods were transported to the port of destination and delivered to the consignees and/or their agents.

8. Plaintiff has performed all acts required to be performed by plaintiff.

9. Defendant has failed and refused, and continues to fail and refuse to remit the payment due of \$6,653.00, although duly demanded.

10. By reason of the foregoing, plaintiff has sustained damages in the amount of \$6,653.00 which, although duly demanded, have not been paid.

AS AND FOR A SECOND CAUSE OF ACTION
AGAINST DEFENDANT OVALLE

11. Plaintiff repeats, reiterates and realleges each and every allegation contained in Paragraphs 1, 2, 4 and 6-10, inclusive of this Complaint, with the same force and effect as if fully set forth at length herein.

12. Pursuant to Clause 14.4 of the Bill of Lading, the principals of the shipper are jointly and severally liable for the ocean freight and related charges due.

13. Defendant OVALLE, as owner of defendant LOGICO is liable for the \$6,653.00 due.

14. Plaintiff has performed all acts required to be performed by plaintiff.

15. Defendant has failed and refused, and continues to fail and refuse to remit the payment due of \$6,653.00, although duly demanded.

16. By reason of the foregoing, plaintiff has sustained damages in the amount of \$6,653.00 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

1. On the First Cause of Action - for judgment in the amount of \$6,653.00, together with interest thereon, costs, disbursements and a reasonable attorney's fee.

2. On the Second Cause of Action - for judgment in the amount of \$6,653.00, together with interest thereon, costs, disbursements and a reaonable attorney's fee.

3. That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendants citing them to appear and answer all the singular matters aforesaid.

4. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.


Dated: New York, New York
Lynn, Massachusetts
January 30, 2004

PITTS AND PITTS

By _____
Edmund M. Pitts
BBO400880
Designated Local Counsel for Plaintiff
MAERSK SEALAND
152 Lynnway, Unit 1F
Lynn, MA 01902
(781) 596-7171

LAW OFFICES OF
ALBERT J. AVALLONE & ASSOCIATES

By



Albert J. Avallone - AA1679
Attorneys for Plaintiff
MAERSK SEALAND
551 Fifth Avenue, Suite 1701
New York, NY 10176
(212) 696-1760

SCHEDULE A

I. Particulars:

1. Bill of Lading No. SJID40403, dated October 30, 2003, from Newark to Rio Haina via Miami on the Vessel ROTHORN, one (1) forty-five foot Hi-Cube SAID TO CONTAIN: USED PERSONAL EFFECTS, at the applicable tariff and/or Service Contract rate of \$2,602.00 (Exhibit A).

Amount Paid: \$1,053.00

Amount Due: \$1,549.00

2. Bill of Lading No. SJ191115, dated November 22, 2003, from Newark to Rio Haina via Miami on the Vessel ARA J, one (1) forty-five foot Hi-Cube SAID TO CONTAIN: USED PERSONAL EFFECTS, at the applicable tariff and/or Service Contract rate of \$2,602.00 (Exhibit B).

Amount Paid: \$0

Amount Due: \$2,602.00

3. Bill of Lading No. SJ1308618, dated December 18, 2003, from Newark to Rio Haina via Miami on the Vessel ARA J, one (1) forty-five foot Hi-Cube SAID TO CONTAIN: USED PERSONAL EFFECTS, at the applicable tariff and/or Service Contract rate of \$2,502.00 (Exhibit E).

Amount Paid: \$0

Amount Due: \$2,502.00

II. Total Amount Due: \$6,653.00

MAERSK SEA

MAFU SJ1D40403

Shipper/Exporter (complete name and address)

LOGICO EXPRESS
117 WESTERN AVE
LYNN MA 01904

Booking No.

001945911

Export references

Consignee (complete name and address)

ALCEDO MATIAS
C/LOMA DE ORTEGA #3
STO. DGO.

Forwarding agent - references

Shipper

Point and Country of Origin

memoranda

Notify Party (complete name and address)

ALEXPRESS
STO. DGO.

Domestic routing/export instructions

**not part of
Bill of Lading**

*Precarriage by

*Place of Receipt

NEWARK

Vessel

Voy No.

Port of Loading

ROTHORN

0342 MIAMI

Port of Discharge

*Place of Delivery

RIO HAINA

RIO HAINA

Onward inland routing

CARRIER'S RECEIPT**PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE**Container No./Seal No.
Marks and NumbersNo. of Containers
or pkgs.

Kind of packages; description of goods

Gross Weight

Measurement

SEAU4809018
0110

1

CY / CY

X 45' HC STC

150 PIECES

OF PERSONAL EFFECTS (USED)

MERCANCIAS DE CASA Y EFECTOS

PERSONALES

SC NO: 14380

LBS

8500.000

CFT

1200.000

**NON-NEGOTIABLE
COPY****EXHIBIT "A"**

Freight & Charges

Rate

Unit

Prepaid

Collect

BASIC FREIGHT 1.00*
CHASSIS USAGE CHARGE
PORT SECURITY (US)
VALUE ADDED TAX (VAT)
BUNKER ADJUST FACTOR
SED FILING FEE2000.00 USD
40.00 USD
112.00 USD
35.00 USD
315.00 USD
USD45'
SX
SX
SX
SX
SM2000.00
40.00
112.00
35.00
315.00
100.00Declared Value Charges
(see clause 6) for

Declared Value of US \$

Number of Original B(s)/L

Total Prepaid

USD 2602.00

Total Collect

Place of Issue

Date

RESOURCE US

OCT 30 03

*Applicable only when document used
as a Combined Transport Bill of Lading

Shipped in apparent good order and condition, unless otherwise stated herein, for transportation on board the ocean vessel mentioned herein or any substituted vessel or on board the feeder vessel or other means of transportation (rail or truck) if place of receipt is named in this Bill of Lading the goods or packages or containers used to contain goods, hereinafter called "the Goods", specified herein for carriage from the port of loading named herein or place of receipt if mentioned herein, on a voyage as described and agreed by this Bill of Lading and discharge at the port of discharge named herein or deliver at the place of delivery if mentioned herein, such carriage, discharge or delivery being always subject to the exceptions, limitations, conditions and liberties hereinafter agreed in like order and condition at the port of discharge or place of delivery if named as the case may be, for delivery unto the Consignee mentioned herein or to his or their assigns where the Carrier's responsibilities shall in all cases and in all circumstances whatsoever finally cease. It is further agreed that Containers may be stowed on deck without notice pursuant to Clause 16 on the reverse side of this Bill of Lading. IN WITNESS whereof the number of original Bills of Lading stated on this side have been signed, one of which being accomplished the others to be void.

OCT 30 2003

MAERSK INC.

As Agent(s) only

12107/5000M/6-03/DR

MAEU SJ1291115

Shipper/Exporter (complete name and address)

LOGICO EXPRESS
 117 WESTERN AVE.
 LYNN MA 01904

Booking No.

001983635

Export references

Consignee (complete name and address)

ALCEDO MATIAS
 C/LOMA DE ORTEGA # 3
 SANTO DOMINGO

Forwarding agent - references

Shipper

Point and Country of Origin

memoranda

Notify Party (complete name and address)

ALEXPRESS
 STO. DGO.

Domestic routing/export instructions

not part of
 Bill of Lading

*Precarriage by

*Place of Receipt

NEWARK

Vessel

Voy No.

Port of Loading

ARA J

0328

MIAMI

Port of Discharge

*Place of Delivery

RIO HAINA

RIO HAINA

Onward inland routing

CARRIER'S RECEIPT

PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE

Container No./Seal No.
 Marks and Numbers

No. of Containers
 or pkgs.

Kind of packages; description of goods

Gross Weight

Measurement

SEAU8710743
 00109

1

CY / CY
 X 45' HC STC
 150 PIECES
 OF PERSONAL EFFECTS (USED)
 MERCANCÍAS DE CASA Y EFECTOS
 PERSONALES
 SC NO: 14380

LBS
 8500.000

CFT
 1200.000

NON NEGOTIABLE
 COPY

EXHIBIT "B"

Freight & Charges

Rate

Unit

Prepaid

Collect

BASIC FREIGHT 1.00*
 CHASSIS USAGE CHARGE
 PORT SECURITY (US)
 VALUE ADDED TAX (VAT)
 BUNKER ADJUST FACTOR
 SED FILING FEE

2000.00 USD
 40.00 USD
 112.00 USD
 35.00 USD
 315.00 USD
 USD

45'
 SX
 SX
 SX
 SX
 SM

2000.00
 40.00
 112.00
 35.00
 315.00
 100.00

Declared Value Charges
 (see clause 6) for
 Declared Value of US \$
 Number of Original B(s)/L

Total Prepaid

USD 2602.00

Total Collect

Place of Issue

Date

RESOURCE US

NOV 22 03

*Applicable only when document used
 as a Combined Transport Bill of Lading

Shipped in apparent good order and condition, unless otherwise stated herein, for transportation on board the ocean vessel mentioned herein or any substituted vessel or on board the feeder vessel or other means of transportation (rail or truck) if place of receipt is named in this Bill of Lading the goods or packages or containers said to contain goods, hereinafter called "the Goods", specified herein for carriage from the port of loading named herein or place of receipt if mentioned herein, on a voyage as described and agreed by this Bill of Lading and discharge at the port of discharge named herein or deliver at the place of delivery if mentioned herein, such carriage, discharge or delivery being always subject to the exceptions, limitations, conditions and liberties hereinafter agreed in like order and condition at the port of discharge or place of delivery if named as the case may be, for delivery unto the Consignee mentioned herein or to his or their assigns where the Carrier's responsibilities shall in all cases and in all circumstances whatsoever finally cease. It is further agreed that Containers may be stowed on deck without notice pursuant to Clause 16 on the reverse side of this Bill of Lading. IN WITNESS whereof the number of original Bills of Lading stated on this side have been signed, one of which being accomplished the others to be void.

NOV 22 2003

MAERSK INC.

As Agent(s) only

12107/5000M/6-03/DR

MAEU SJ1308618

Shipper/Exporter (complete name and address)

LOGICO EXPRESS
 117 WESTERN AVE.
 LYNN MA 01904

Booking No.

002007709

Export references

Consignee (complete name and address)

ALCEDO MATIAS
 C/LOMA DE ORTEGA # 3
 SANTO DOMINGO

Forwarding agent - references

Shipper

Point and Country of Origin

memoranda

Notify Party (complete name and address)

ALEXPRESS
 STO. DGO.

Domestic routing/export instructions

**not part of
 Bill of Lading**

*Precarriage by

*Place of Receipt

NEWARK

Vessel

Voy No.

Port of Loading

ARA J

0332MIAMI

Port of Discharge

*Place of Delivery

RIO HAINA

RIO HAINA

Onward inland routing

CARRIER'S RECEIPT

PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE

Container No./Seal No.
 Marks and Numbers

No. of Containers
 or pkgs.

Kind of packages; description of goods

Gross Weight

Measurement

APMU4525309
 0108

**NON NEGOTIABLE
 COPY**

CY / CY
 X 45' HC STC
 150 PIECES
 OF PERSONAL
 EFFECTS (USED)
 MERCANCÍAS DE CASA Y EFECTOS
 PERSONALES
 SC NO: 14380

LES CFT
 8000.000 1200.000

EXHIBIT "C"

Freight & Charges

Rate

Unit

Prepaid

Collect

BASIC FREIGHT 1.00*
 BUNKER ADJUST FACTOR
 CHASSIS USAGE CHARGE
 PORT SECURITY (US)
 VALUE ADDED TAX (VAT)

2000.00 USD 45'
 315.00 USD SX
 40.00 USD SX
 112.00 USD SX
 35.00 USD SX

2000.00
 315.00
 40.00
 112.00
 35.00

Declared Value Charges

(see clause 6) for

Declared Value of US \$

Number of Original B(s)/L

Total Prepaid

USD 2502.00

Total Collect

Place of Issue

Date

RESOURCE US

DEC 18 03

*Applicable only when document used
 as a Combined Transport Bill of Lading

Shipped in apparent good order and condition, unless otherwise stated herein, for transportation on board the ocean vessel mentioned herein or any substituted vessel or on board the feeder vessel or other means of transportation (rail or truck) if place of receipt is named in this Bill of Lading the goods or packages or containers said to contain goods, hereinafter called "the Goods", specified herein for carriage from the port of loading named herein or place of receipt if mentioned herein, on a voyage as described and agreed by this Bill of Lading and discharge at the port of discharge named herein or deliver at the place of delivery if mentioned herein, such carriage, discharge or delivery being always subject to the exceptions, limitations, conditions and liberties hereinafter agreed in like order and condition at the port of discharge or place of delivery if named as the case may be, for delivery unto the Consignee mentioned herein or to his or their assigns where the Carrier's responsibilities shall in all cases and in all circumstances whatsoever finally cease. It is further agreed that Containers may be stowed on deck without notice pursuant to Clause 16 on the reverse side of this Bill of Lading. IN WITNESS whereof the number of original Bills of Lading stated on this side have been signed, one of which being accomplished the other(s) to be void.

DEC 19 2003

MAERSK INC.

As Agent(s) only

12107/5000M/6-03/DR